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9 FLOOR AND DÉCOR OUTLETS OF AMERICA, INC.
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a. “Proceeding” means the above-entitled proceeding (United States District Court, Central District of California, Case No. 2:23-cv-03783 JLS (Ex)).

b. "Court" means the Hon. Josephine L. Staton, or any other judge to which this Proceeding may be assigned, including Court staff participating in such proceedings.

c. “Confidential” means any information which is in the possession of a Designating Party who believes in good faith that such information is entitled to confidential treatment under applicable law.

d. “Confidential Materials” means any Documents, Testimony or Information as defined below designated as “Confidential” pursuant to the provisions of this Stipulation and Protective Order.

e. “Designating Party” means the Party that designates Material as “Confidential.”

f. "Disclose" or "Disclosed" or "Disclosure" means to reveal, divulge, give, or make available Materials, or any part thereof, or any information contained therein.

g. “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as those terms are defined by California Evidence Code Sections 250, 255, and 260, or their equivalent code sections in federal court, which have been produced in discovery in this Proceeding by any person and in state court before the case was transferred to federal court, and (ii) any copies, reproductions, or summaries of all or any part of the foregoing.

h. "Information" means the content of Documents or Testimony.

i. "Testimony" means all depositions, declarations or other testimony taken or used in this Proceeding.

2. The Designating Party shall have the right to designate as "Confidential" any Documents, Testimony or Information that the Designating

1 Party in good faith believes to contain non-public information that is entitled to
2 confidential treatment under applicable law.

3 3. The entry of this Stipulation and Protective Order does not alter,
4 waive, modify, or abridge any right, privilege or protection otherwise available to
5 any Party with respect to the discovery of matters, including but not limited to any
6 Party's right to assert the attorney-client privilege, the attorney work product
7 doctrine, or other privileges, or any Party's right to contest any such assertion.

8 4. Any Documents, Testimony or Information to be designated as
9 "Confidential" must be clearly so designated before the Document, Testimony or
10 Information is Disclosed or produced. The parties may agree that the case name
11 and number are to be part of the "Confidential" designation. The "Confidential"
12 designation should not obscure or interfere with the legibility of the designated
13 Information.

14 a. For Documents (apart from transcripts of depositions or other
15 pretrial or trial proceedings), the Designating Party must affix the legend
16 "Confidential" on each page of any Document containing such designated
17 Confidential Material.

18 b. For Testimony given in depositions the Designating Party may
19 either:

20 i. identify on the record, before the close of the deposition, all
21 "Confidential" Testimony, by specifying all portions of the
22 Testimony that qualify as "Confidential;" or
23 ii. designate the entirety of the Testimony at the deposition as
24 "Confidential" (before the deposition is concluded) with the
25 right to identify more specific portions of the Testimony as
26 to which protection is sought within 30 days following
27 receipt of the deposition transcript. In circumstances where
28 portions of the deposition Testimony are designated for

1 protection, the transcript pages containing “Confidential”
2 Information may be separately bound by the court reporter,
3 who must affix to the top of each page the legend
4 “Confidential,” as instructed by the Designating Party.

5 c. For Information produced in some form other than Documents,
6 and for any other tangible items, including, without limitation, compact discs or
7 DVDs, the Designating Party must affix in a prominent place on the exterior of the
8 container or containers in which the Information or item is stored the legend
9 “Confidential.” If only portions of the Information or item warrant protection, the
10 Designating Party, to the extent practicable, shall identify the “Confidential”
11 portions.

12 5. The inadvertent production by any of the undersigned Parties or non-
13 Parties to the Proceedings of any Document, Testimony or Information during
14 discovery in this Proceeding without a “Confidential” designation, shall be without
15 prejudice to any claim that such item is “Confidential” and such Party shall not be
16 held to have waived any rights by such inadvertent production. In the event that
17 any Document, Testimony or Information that is subject to a “Confidential”
18 designation is inadvertently produced without such designation, the Party that
19 inadvertently produced the document shall give written notice of such inadvertent
20 production within twenty (20) days of discovery of the inadvertent production,
21 together with a further copy of the subject Document, Testimony or Information
22 designated as “Confidential” (the “Inadvertent Production Notice”). Upon receipt
23 of such Inadvertent Production Notice, the Party that received the inadvertently
24 produced Document, Testimony or Information shall promptly destroy the
25 inadvertently produced Document, Testimony or Information and all copies
26 thereof, or, at the expense of the producing Party, return such together with all
27 copies of such Document, Testimony or Information to counsel for the producing
28 Party and shall retain only the “Confidential” designated Materials. Should the

1 receiving Party choose to destroy such inadvertently produced Document,
2 Testimony or Information, the receiving Party shall notify the producing Party in
3 writing of such destruction within ten (10) days of receipt of written notice of the
4 inadvertent production. This provision is not intended to apply to any inadvertent
5 production of any Information protected by attorney-client or work product
6 privileges. In the event that this provision conflicts with any applicable law
7 regarding waiver of confidentiality through the inadvertent production of
8 Documents, Testimony or Information, such law shall govern.

9 6. In the event that counsel for a Party receiving Documents, Testimony
10 or Information in discovery designated as “Confidential” objects to such
11 designation with respect to any or all of such items, said counsel shall advise
12 counsel for the Designating Party, in writing, of such objections, the specific
13 Documents, Testimony or Information to which each objection pertains, and the
14 specific reasons and support for such objections (the “Designation Objections”).
15 Counsel for the Designating Party shall have thirty (30) days from receipt of the
16 written Designation Objections to either (a) agree in writing to de-designate
17 Documents, Testimony or Information pursuant to any or all of the Designation
18 Objections and/or (b) file a motion with the Court seeking to uphold any or all
19 designations on Documents, Testimony or Information addressed by the
20 Designation Objections (the “Designation Motion”). Pending a resolution of the
21 Designation Motion by the Court, any and all existing designations on the
22 Documents, Testimony or Information at issue in such Motion shall remain in
23 place. The Designating Party shall have the burden on any Designation Motion of
24 establishing the applicability of its “Confidential” designation. In the event that the
25 Designation Objections are neither timely agreed to nor timely addressed in the
26 Designation Motion, then such Documents, Testimony or Information shall be de-
27 designated in accordance with the Designation Objection applicable to such
28 material.

1 7. Access to and/or Disclosure of Confidential Materials designated as
2 "Confidential" shall be permitted only to the following persons:

3 a. the Court;

4 b. (1) Attorneys of record in the Proceedings and their affiliated
5 attorneys, paralegals, clerical and secretarial staff employed by such attorneys who
6 are actively involved in the Proceedings and are not employees of any Party. (2)
7 In-house counsel to the undersigned Parties and the paralegal, clerical and
8 secretarial staff employed by such counsel. Provided, however, that each non-
9 lawyer given access to Confidential Materials shall be advised that such Materials
10 are being Disclosed pursuant to, and are subject to, the terms of this Stipulation
11 and Protective Order and that they may not be Disclosed other than pursuant to its
12 terms;

13 c. those officers, directors, partners, members, employees and
14 agents of all non- designating Parties that counsel for such Parties deems necessary
15 to aid counsel in the prosecution and defense of this Proceeding; provided,
16 however, that prior to the Disclosure of Confidential Materials to any such officer,
17 director, partner, member, employee or agent, counsel for the Party making the
18 Disclosure shall deliver a copy of this Stipulation and Protective Order to such
19 person, shall explain that such person is bound to follow the terms of such Order,
20 and shall secure the signature of such person on a statement in the form attached
21 hereto as Exhibit A;

22 d. court reporters in this Proceeding (whether at depositions,
23 hearings, or any other proceeding);

24 e. any deposition, trial or hearing witness in the Proceeding who
25 previously has had access to the Confidential Materials, or who is currently or was
26 previously an officer, director, partner, member, employee or agent of an entity
27 that has had access to the Confidential Materials;

28 f. any deposition or non-trial hearing witness in the Proceeding

1 who previously did not have access to the Confidential Materials; provided,
2 however, that each such witness given access to Confidential Materials shall be
3 advised that such Materials are being Disclosed pursuant to, and are subject to, the
4 terms of this Stipulation and Protective Order and that they may not be Disclosed
5 other than pursuant to its terms;

6 g. mock jury participants, provided, however, that prior to the
7 Disclosure of Confidential Materials to any such mock jury participant, counsel for
8 the Party making the Disclosure shall deliver a copy of this Stipulation and
9 Protective Order to such person, shall explain mock jury participants, provided,
10 however, that prior to the Disclosure of Confidential Materials to any such mock
11 jury participant, counsel for the Party making the Disclosure shall deliver a copy of
12 this Stipulation and Protective Order to such person, shall explain that such person
13 is bound to follow the terms of such Order, and shall secure the signature of such
14 person on a statement in the form attached hereto as Exhibit A.

15 h. outside experts or expert consultants consulted by the
16 undersigned Parties or their counsel in connection with the Proceeding, whether or
17 not retained to testify at any oral hearing; provided, however, that prior to the
18 Disclosure of Confidential Materials to any such expert or expert consultant,
19 counsel for the Party making the Disclosure shall deliver a copy of this Stipulation
20 and Protective Order to such person, shall explain its terms to such person, and
21 shall secure the signature of such person on a statement in the form attached hereto
22 as Exhibit A. It shall be the obligation of counsel, upon learning of any breach or
23 threatened breach of this Stipulation and Protective Order by any such expert or
24 expert consultant, to promptly notify counsel for the Designating Party of such
25 breach or threatened breach; and

26 i. any other person that the Designating Party agrees to in writing.

27 8. Confidential Materials shall be used by the persons receiving them
28 only for the purposes of preparing for, conducting, participating in the conduct of,

1 and/or prosecuting and/or defending the Proceeding, and not for any business or
2 other purpose whatsoever.

3 9. Any Party to the Proceeding (or other person subject to the terms of
4 this Stipulation and Protective Order) may ask the Court, after appropriate
5 notice to the other Parties to the Proceeding, to modify or grant relief from any
6 provision of this Stipulation and Protective Order.

7 10. Entering into, agreeing to, and/or complying with the terms of this
8 Stipulation and Protective Order shall not:

9 a. operate as an admission by any person that any particular
10 Document, Testimony or Information marked “Confidential” contains or reflects
11 trade secrets, proprietary, confidential or competitively sensitive business,
12 commercial, financial or personal information; or

13 b. prejudice in any way the right of any Party (or any other person
14 subject to the terms of this Stipulation and Protective Order):

15 i. to seek a determination by the Court of whether any
16 particular Confidential Material should be subject to
17 protection as “Confidential” under the terms of this
18 Stipulation and Protective Order; or
19 ii. to seek relief from the Court on appropriate notice to all
20 other Parties to the Proceeding from any provision(s) of this
21 Stipulation and Protective Order, either generally or as to
22 any particular Document, Material or Information.

23 11. Any Party to the Proceeding who has not executed this Stipulation and
24 Protective Order as of the time it is presented to the Court for signature may
25 thereafter become a Party to this Stipulation and Protective Order by its counsel’s
26 signing and dating a copy thereof and filing the same with the Court, and serving
27 copies of such signed and dated copy upon the other Parties to this Stipulation and
28 Protective Order.

1 12. Any Information that may be produced by a non-Party witness in
2 discovery in the Proceeding pursuant to subpoena or otherwise may be designated
3 by such non-Party as “Confidential” under the terms of this Stipulation and
4 Protective Order, and any such designation by a non-Party shall have the same
5 force and effect, and create the same duties and obligations, as if made by one of
6 the undersigned Parties hereto. Any such designation shall also function as a
7 consent by such producing Party to the authority of the Court in the Proceeding to
8 resolve and conclusively determine any motion or other application made by any
9 person or Party with respect to such designation, or any other matter otherwise
10 arising under this Stipulation and Protective Order.

11 13. If any person subject to this Stipulation and Protective Order who has
12 custody of any Confidential Materials receives a subpoena or other process
13 (“Subpoena”) from any government or other person or entity demanding
14 production of Confidential Materials, the recipient of the Subpoena shall promptly
15 give notice of the same by electronic mail transmission, followed by either express
16 mail or overnight delivery to counsel of record for the Designating Party, and shall
17 furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the
18 Designating Party may, in its sole discretion and at its own cost, move to quash or
19 limit the Subpoena, otherwise oppose production of the Confidential Materials,
20 and/or seek to obtain confidential treatment of such Confidential Materials from
21 the subpoenaing person or entity to the fullest extent available under law. The
22 recipient of the Subpoena may not produce any Documents, Testimony or
23 Information pursuant to the Subpoena prior to the date specified for production on
24 the Subpoena.

25 14. Nothing in this Stipulation and Protective Order shall be construed to
26 preclude either Party from asserting in good faith that certain Confidential
27 Materials require additional protection. The Parties shall meet and confer to agree
28 upon the terms of such additional protection.

1 15. If, after execution of this Stipulation and Protective Order, any
2 Confidential Materials submitted by a Designating Party under the terms of this
3 Stipulation and Protective Order is Disclosed by a non-Designating Party to any
4 person other than in the manner authorized by this Stipulation and Protective
5 Order, the non-Designating Party responsible for the Disclosure shall bring all
6 pertinent facts relating to the Disclosure of such Confidential Materials to the
7 immediate attention of the Designating Party.

8 16. This Stipulation and Protective Order is entered into without prejudice
9 to the right of any Party to knowingly waive the applicability of this Stipulation
10 and Protective Order to any Confidential Materials designated by that Party.

11 If the Designating Party uses Confidential Materials in a non-Confidential
12 manner, then the Designating Party shall advise that the designation no longer
13 applies.

14 17. Where any Confidential Materials, or Information derived from
15 Confidential Materials, is included in any motion or other proceeding governed by
16 California Rules of Court, Rules 2.550 and 2.551, the party shall follow those
17 rules. With respect to discovery motions or other proceedings not governed by
18 California Rules of Court, Rules 2.550 and 2.551, the following shall apply: If
19 Confidential Materials or Information derived from Confidential Materials are
20 submitted to or otherwise disclosed to the Court in connection with discovery
21 motions and proceedings, the same shall be separately filed under seal with the
22 clerk of the Court in an envelope marked: “CONFIDENTIAL – FILED UNDER
23 SEAL PURSUANT TO PROTECTIVE ORDER AND WITHOUT ANY
24 FURTHER SEALING ORDER REQUIRED.”

25 18. The Parties shall meet and confer regarding the procedures for use of
26 Confidential Materials at trial and shall move the Court for entry of an appropriate
27 order.

28 19. Nothing in this Stipulation and Protective Order shall affect the

1 admissibility into evidence of Confidential Materials, or abridge the rights of any
2 person to seek judicial review or to pursue other appropriate judicial action with
3 respect to any ruling made by the Court concerning the issue of the status of
4 Protected Material.

5 20. This Stipulation and Protective Order shall continue to be binding
6 after the conclusion of this Proceeding and all subsequent proceedings arising from
7 this Proceeding, except that a Party may seek the written permission of the
8 Designating Party or may move the Court for relief from the provisions of this
9 Stipulation and Protective Order. To the extent permitted by law, the Court shall
10 retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective
11 Order, even after the Proceeding is terminated.

12 21. Upon written request made within thirty (30) days after the settlement
13 or other termination of the Proceeding, the undersigned Parties shall have thirty
14 (30) days to either (a) promptly return to counsel for each Designating Party all
15 Confidential Materials and all copies thereof (except that counsel for each Party
16 may maintain in its files, in continuing compliance with the terms of this
17 Stipulation and Protective Order, all work product, and one copy of each pleading
18 filed with the Court [and one copy of each deposition together with the exhibits
19 marked at the deposition]*, (b) agree with counsel for the Designating Party upon
20 appropriate methods and certification of destruction or other disposition of such
21 Confidential Materials, or (c) as to any Documents, Testimony or other
22 Information not addressed by sub-paragraphs (a) and (b), file a motion seeking a
23 Court order regarding proper preservation of such Materials. To the extent
24 permitted by law the Court shall retain continuing jurisdiction to review and rule
25 upon the motion referred to in sub-paragraph (c) herein. *[The bracketed portion of
26 this provision shall be subject to agreement between counsel for the Parties in each
27 case.]

28 22. After this Stipulation and Protective Order has been signed by counsel

1 for all Parties, it shall be presented to the Court for entry. Counsel agree to be
2 bound by the terms set forth herein with regard to any Confidential Materials that
3 have been produced before the Court signs this Stipulation and Protective Order.

4 23. The Parties and all signatories to the Certification attached hereto as
5 Exhibit A agree to be bound by this Stipulation and Protective Order pending its
6 approval and entry by the Court. In the event that the Court modifies this
7 Stipulation and Protective Order, or in the event that the Court enters a different
8 Protective Order, the Parties agree to be bound by this Stipulation and Protective
9 Order until such time as the Court may enter such a different Order. It is the
10 Parties' intent to be bound by the terms of this Stipulation and Protective Order
11 pending its entry so as to allow for immediate production of Confidential Materials
12 under the terms herein.

13 **IT IS SO STIPULATED.**

14
15
16 DATED: August 23, 2024
17 LLP

18
19 Zubin Farinpour

LAGASSE BRANCH BELL + KINKEAD

By: _____



20 Attorneys for Defendant, FLOOR
21 AND DECOR OUTLETS OF
 AMERICA, INC.

22 DATED: August 23, 2024

JAVAHERIAN & RUSZECKI

23
24 By: /S/ Mark Ryan

25 Mark Ryan

26 Attorneys for Plaintiff
27 JEANETTE CARBAJAL